

**CASE**

**NUMBER:**

99-352

**Morgan County Water District**  
**450 Prestonsburg Street**  
**West Liberty, KY. 41472**  
**743-1204 (Office) 606-743-3895 (Fax)**

Earl Reed, Chairman  
Jack Cline, Secretary  
Jack Howard, Treasurer

Dennis Gulley, District Manager  
Cindy Montgomery, Office Manager

October 12, 1999

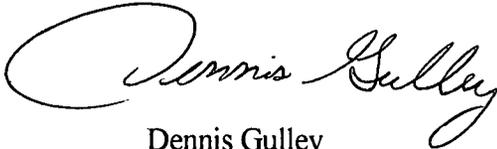
Ms. Helen Helton  
Executive Director  
Public Service Commission  
730 Schenkel Lane  
Frankfort, Kentucky, 40602

Re: Case No. 99-352

Dear Ms. Helton:

Please accept the attached as verification of "Notice to Customers" on the above-mentioned case.

Sincerely,



Dennis Gulley  
District Manager

RECEIVED  
OCT 14 1999  
PUBLIC SERVICE  
COMMISSION

THE LICKING VALLEY COURIER  
WEST LIBERTY, KY.  
TELEPHONE 743-3551

THE WOLFE COUNTY NEWS  
CAMPTON, KY.  
TELEPHONE 668-3595

THE ELLIOTT COUNTY NEWS  
SANDY HOOK, KY.  
TELEPHONE 738-5295

# THE COURIER PUBLISHING Co.

EARL W. KINNER, PUBLISHER AND MANAGER

WEST LIBERTY, KY.

TELEPHONES:  
743-3551  
743-3924 (NIGHT)

## NEWSPAPER AFFIDAVIT

I, Earl Kinner, Editor of the Licking Valley Courier, newspaper published at West Liberty and having the largest general circulation of any newspaper in Morgan County, Kentucky, do hereby certify that from my own knowledge and a check of the files of this newspaper that the advertisement of Morgan County Water District (Rate Increase) was inserted in the Licking Valley Courier on 10-7-99

Earl Kinner

Subscribed and sworn to before me, a Notary Public, by Earl Kinner, Jr. this 7th day of October, 19 99.

Linda Sue Kinner  
Notary Public

10-15-2006  
my commission expires

# Everybody Watches The CLASSIFIED ADS RATE: 30¢ Per Word (\$3.00 Minimum) Must be paid in advance!

SUBSCRIPTION RATES:

\$15.50 in County • \$18.00 in Kentucky • \$20.00 Out of State  
Poetry • Memorial Letters • Late Obituaries — \$9.00  
Card of Thanks — \$8.00

THE LICKING VALLEY COURIER does not knowingly accept help wanted ads that include age, race, sex, religion, marital status, or other discriminatory information. Advertisers are responsible for the accuracy of the information provided. Advertisers are also responsible for the accuracy of the information provided. Advertisers are also responsible for the accuracy of the information provided.

**FOR SALE** — Hand-made solid Oak corner gun cabinet, glass doors and lighted. Drawer and doors under. \$125. Call 668-7728. **TR-AS**

**FOR RENT** — House on Landstar Road. Call 668-6446. **TR-AS**

**FOR SALE** — 1993 Plymouth Sundance. Air, power steering, power brakes, 103K, A-1 condition. \$2,900. Call 606-768-2664 or 768-2552. **TRPO**

**FOR RENT** — Two bedroom trailer on Whetstone. Water, refrigerator, stove furnished. \$175. Call 668-3065. **TRPO**

**FOR RENT** — Two bedroom trailer. Call 286-8220. **TRPO**

**FOR SALE** — 1970 International 1800 Load Star. \$1,200. 1976 C30, long-wheel base. \$1,200. Call 738-9305 or 738-5204. **TRPO**

**FOR SALE** — 1979, 4x4, Ford Needs some repair. \$300. Call 738-4215. **TRPO**

**FOR RENT** — Three-bay garage on US-460. Call 743-4494. **TR**

**SPINET-CONSOLE PIANO FOR SALE** — Take on small payments. See locally. Call 1-800-343-6494. **TRPO**

**ENROLL NOW!** — Tri-State Beauty Academy, in Morehead, is accepting enrollment for Cosmetology, Financial and available. Dislocated worker? Call 784-6725. **TRPO**

**FREE! CAMCORDER** — With purchase of big screen TV, 48" to 55". Only \$15 down delivers to your door. Call American Distributing at 1-800-581-6991. **TRPO**

**FREE MATTRESS SET** — With purchase of office or retail space. Call 606-743-4190. **TRPO**

**NOW AVAILABLE** — Two and three bedroom apartments. Central air and heat. 24-hour access to laundry facilities, free maintenance, water and garbage collection. Rent based on monthly income. No pets allowed. Contact the business manager during business hours, Monday through Friday, 9:00 am to 1:00 pm, at 668-3555 or TDD# 1-800-247-2510. Campion Methodist Housing. An Equal Housing Opportunity. **TR-AS**

**APARTMENTS NOW AVAILABLE** — One bedroom apartments now available in the elderly section. Fully carpeted, electric heat and air conditioning, free maintenance and garbage collection. 24-hour laundry facility. Contact the business manager during regular business hours between 9:00 am and 1:00 pm, at 668-3555 or TDD# 1-800-247-2510. An Equal Housing Opportunity. **TR-AS**

**HANDY RENTALS, CONSTRUCTION TOOLS AND EQUIPMENT** — John Deere 450G dozer, Thomas skid steers, portable restrooms. Call 606-780-0204 or 1-888-858-6300. **TR-AS**

**FOR RENT** — Mobile home and trailer lot. Call 743-4135. **TR**

**FOR SALE** — Purebred Charolais bulls. Call 738-5501 or 738-4101 days. **TR-AS**

**WORK WANTED** — Mobile home releveling, decks and porches, painting, roof coating, all types of home repair. Call 662-4188. **TR-AS**

**NOW RENTING STORAGE** — Storage Remits of America, US 460 and Green Avenue. Free call, 1-800-457-5678. Call today. Move in today. **TRPO**

**LAND FOR SALE** — 9 acres, more or less, west Highway 15. Commercial possibilities. Best land in hand. Call 1-800-718-5447. Elkins Realty, Inc. Call 606-738-4082. **TR-AS**

**DEMOLITION AND COMPLETE HAULING SERVICE** — Construction cleanup, etc. Call Tera Construction at 606-738-4082. **TRPO**

**TRERX CONSTRUCTION** — Roofing, siding, new construction, complete remodeling, beaches and dump truck service. Call 606-738-4082. **TRPO**

**LOTS FOR SALE** — On hand contract at Earl on KY-772. \$100 per month. 0% interest. Call 666-283-3693. Will take nice car in on trade. **TRPO**

**SAGGING FLOORS? FOUNDATION BAD?** — Call 662-6019. **TRPO**

# LEGALS

**ORDER**  
Commonwealth of Kentucky  
Before The Public Service Commission  
In the Matter of: Purchased Water Adjustment of Morgan County Water District.  
Case No. 99-852.  
On August 23, 1999, Morgan County Water District ("Morgan County") applied for approval to adjust its rates pursuant to the purchased water adjustment procedure. KRS 278.015 and 807 KAR 5.008. On September 10, 1999, Morgan County submitted an amended application and its case was officially filed.

The Commission, having reviewed the record and being sufficiently advised, finds that:  
1. Morgan County purchases its water from the City of West Liberty ("West Liberty").  
2. West Liberty is increasing the wholesale water rate charged to Morgan County from \$2.10 per 1,000 gallons to \$3.25 per 1,000 gallons purchased, effective October 1, 1999.  
3. During the 12 months ending August 31, 1999, Morgan County purchased a total of 45,429,000 gallons of water and sold 33,733,992 gallons.  
4. The increase in the cost of purchased water will be \$6,814.435, resulting in a purchased water adjustment of \$0.20 per 1,000 gallons of water. Based on a monthly usage of 5,000 gallons, the average bill of a Morgan County customer would increase \$1.00 from \$30.25 to \$31.25 or 3.3 percent.  
5. The calculation and tariff provided by Morgan County in its amended application are correct and should be approved.  
6. The purchased water adjustment of \$0.20 per 1,000 gallons and the rates in Appendix A, attached hereto and incorporated herein, are fair, just and reasonable and should be approved.

**INVITATION TO BID**  
Separate sealed bids for Contract 5: Water and Sewer Extensions, consisting of water line, sewer lines, a wastewater pump station and conduit for underground electric and telephone lines, at the MWRIC Regional Industrial Park, will be received by Terry Ensor, Chairman, at the office of the Menifee, Morgan, Rowan, Carter Industrial Development Authority, 600 Industry Road, Morehead, Kentucky 40351, until 10:00 a.m. on October 21, 1999, and then at said location publicly opened and read aloud.  
The CONTRACT DOCUMENTS may be reviewed at the following locations:  
Menifee, Morgan Rowan, Carter Industrial Development Authority, 600 Industry Road, Morehead, Kentucky. Mayes, Suddeth & Elberredge, Inc. 624 Wellington Way, Lexington, Kentucky. ABC, 132 Venture Court, Suite 12, Lexington, Kentucky. F.W. Dodge, 855 Eden Park Drive, Suite 515 Cincinnati, Ohio. Builder's Exchange, 2300 Meadow Drive, Louisville, Kentucky.  
AGC of Kentucky, 2321 Fortune Drive, Lexington, Kentucky. Copies of the Contract Documents may be obtained at the office of Metro Blueprint, located at 1328 Versailles Road, Lexington, Kentucky 40504 (606) 252-1459) upon receipt of a non-refundable printing and shipping charge of \$30.  
Each bidder must deposit with his bid, security in the amount, form, and subject to the conditions provided in the information for Bidders.  
The Owner may consider informal any bid not prepared and submitted in accordance with the provisions of this advertisement and/or the specifications and may waive any informalities or reject any and all Bids.  
No Bidder may withdraw his Bid for a period of ninety (90) days after the actual date of the opening thereof.  
Award will be made to the lowest responsible, responsive Bidder. C-9-30-31 (Sept. 30-Oct. 7-14)

**NO TRESPASSING NOTICE**  
The property owned by Grace Julie Carr and William R. Hummel and Bonnie R. Hummel, Defendants, Third Party Plaintiffs vs. Ruby Lee Jenkins and Betty Jenkins, Third Party Defendants, Fourth Party Plaintiffs vs. Kentucky Farm Bureau Mutual Insurance Company, Fourth Party Defendants Pursuant to the Judgment and Order of Sale in the Morgan Circuit Court, entered on the 16th day of September, 1999, in the above styled action, Hon. Gary E. Conner, Master Commissioner of the Morgan Circuit Court, shall proceed to offer for sale, under the following terms and conditions, at the front door of the Courthouse, West Liberty, Kentucky 41472, (to the highest and best bidder, at public auction, on the 25th day of October, 1999 at the hour of 11:00 a.m., the following described property, lying and being in the State of Kentucky, County of Elliott and more particularly described as follows, to-wit: On the waters of Big Paint Creek: Beginning at a title under U.S. Highway 1260; thence up and with a branch to a dug well and a steel post painted orange at the Buford Jenkins line; thence with the Buford Jenkins line to a corner oak tree on the main ridge, said oak tree being a corner of Buford Jenkins, Ricky Jenkins, Frank Pennington and the property herein conveyed; thence with the Ricky Jenkins property line which is already marked with a steel post and painted red to the U.S. Government line; thence with the U.S. Government line to the point of beginning, containing 20 acres, more or less, it is sold by the bound, any not by the acre.

The aforementioned real estate cannot be divided without materially impairing its value and shall be sold as a whole. The real estate shall be sold on a credit of thirty (30) days with the privilege of the purchaser to pay for bid in cash, certified or cashier's check, at the time of the sale, but if not so paid in cash, then the purchaser shall make a cash down payment in the amount of ten

**NOTICE OF SALE**  
Commonwealth of Kentucky  
Morgan Circuit Court  
Civil Action No. 97-CI-00203  
Commercial Bank of West Liberty, Plaintiff  
vs. Julie Carr and William R. Hummel and Bonnie R. Hummel, Defendants, Third Party Plaintiffs  
vs. Ruby Lee Jenkins and Betty Jenkins, Third Party Defendants, Fourth Party Plaintiffs  
vs. Kentucky Farm Bureau Mutual Insurance Company, Fourth Party Defendants Pursuant to the Judgment and Order of Sale in the Morgan Circuit Court, entered on the 16th day of September, 1999, in the above styled action, Hon. Gary E. Conner, Master Commissioner of the Morgan Circuit Court, shall proceed to offer for sale, under the following terms and conditions, at the front door of the Courthouse, West Liberty, Kentucky 41472, (to the highest and best bidder, at public auction, on the 25th day of October, 1999 at the hour of 11:00 a.m., the following described property, lying and being in the State of Kentucky, County of Elliott and more particularly described as follows, to-wit: On the waters of Big Paint Creek: Beginning at a title under U.S. Highway 1260; thence up and with a branch to a dug well and a steel post painted orange at the Buford Jenkins line; thence with the Buford Jenkins line to a corner oak tree on the main ridge, said oak tree being a corner of Buford Jenkins, Ricky Jenkins, Frank Pennington and the property herein conveyed; thence with the Ricky Jenkins property line which is already marked with a steel post and painted red to the U.S. Government line; thence with the U.S. Government line to the point of beginning, containing 20 acres, more or less, it is sold by the bound, any not by the acre.

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312 down drivers in your area. Call American Distributing at 1-800-581-6991.

**ONLY \$15 DOWN DELIVERS** — A refrigerator with a free microwave. Call American Distributing at 1-800-581-6991.

**AIR CONDITIONERS** — 5,000 BTU and up with free vacuum. Only 415 down delivers to your door. Call American Distributing at 1-800-581-6991.

**HELP WANTED** — Full or part-time tax preparer. Call after 5:00 pm. 743.

**WRIGHT'S CARPET CLEANING** — Living room and hall special, \$49.95. Includes deodorizing and Scotch Guard. Also will clean upholstery. Call 743. 2675 or 1-800-231-9980.

**BUSINESS FOR SALE** — Magorin Specialty Carrier, Inc. Formerly called M & Petal, Inc. of Sandy Hook, Kentucky. Serious inquiries only. Call 606-349-3003.

**FOR RENT** — In Elliott County, two bedroom mobile home. Deposit and reference required. Call 474-8617.

**FOR RENT** — Two bedroom trailer. Call 668-6577 or see Robert Lawson.

**HOME MORTGAGE LOANS** — Rates starting as low as 6.2% (APR 6.45%). Rates subject to change. Adjustable and fixed rates are available. Loans to build, buy, remodel, or refinance. Call Farm Credit Services at 743-4819. Equal Housing Lender.

**PAWN SHOP** — 595 Main Street, West Liberty, Kentucky. Interest cash on most anything of value. Call 743-4190.

**FOR RENT** — Nice two bedroom trailer in West Liberty. City water. Call 286-8220.

**STEEL BUILDINGS, NEW, MUST SELL** — 40x60x14 was \$17,300, now \$10,971. 50x100x16 was \$27,850, now \$19,990. 80x135x16 was \$79,850, now \$42,990. 100x175x20 was \$129,650, now \$78,850. Call 1-800-406-5126.

**FOR SALE** — Two 12x12 foot fiberglass garage doors, \$600 for both. Call 662-9531.

**FOR SALE** — 1997 Camaro R.S. 25 addition. Red, one owner, Marylin Thomas. Call 668-6461.

**COMPUTER SYSTEM** — With free color printer. Only \$15 down delivers to your door. Call American Distributing at 1-800-581-6991.

**HOUSE FOR SALE** — Four bedroom, 3-1/2 baths, family room, formal living and dining room, large kitchen, screened-in porch, two-car garage, two fireplaces, hardwood floors and swimming pool. Nice lot located on Keeton Heights. Call 743-7379.

**WANTED** — Want to buy house or lot in Campion or Pine Ridge area. Call 668-6112.

**RIDING LAWNMOWERS** — 12.5 hp and up with your choice of free weed eater or pushmower. Only \$15 down delivers to your door. Call American Distributing at 1-800-581-6991.

**ONLY \$15 DOWN** — Delivers a complete 5 piece living room group with free phone. Call American Distributing at 1-800-581-6991.

**SECTIONALISTS WITH FREE LAMPS** — Only \$15 down delivers to your door. Call American Distributors at 1-800-581-6991.

**LARGE CAPACITY WASHER AND DRYER PAIR** — With free vacuum or microwave. Only \$15 down delivers to your door. Call American Distributing at 1-800-581-6991.

**FOR SALE** — Used rubber belting, width 30 inches, 25¢ per foot. Call 743-1372.

**NOTICE OF SALE** — Bank of the Mountians will offer for sale at public auction the following: A 1993 Ford Probe, VIN 1ZVCT202P5140960 and a 1990 Geo Metro, VIN JG1M86465LK759267.

The sale will be conducted in the bank's parking lot in West Liberty on Saturday, October 23, 1999, beginning at 10:00 a.m. The vehicles may be inspected by prospective purchasers between the hours of 9:00 a.m. and 3:00 p.m. on Friday, October 22, 1999, at the above location.

The vehicles will be sold as is and the terms will be cash. The seller reserves the right to bid and to reject any and all bids.

Jim Hornbuckle, Vice-President, Bank of the Mountians, C-10-7-31 (Oct. 7-14-21)

Little West Ads Pay Big Dividends!

we rates in Appendix A are approved for services rendered on and after October 1, 1999.

2. The amended tariff submitted by Morgan County is hereby approved as filed.

3. Within 20 days from the effective date of this Order, Morgan County shall file a copy of the notice to its customers and verification that such notice has been given.

Dore at Frankfort, Kentucky, this 29th day of September, 1999.

By the Commission.

Executive Director

Appendix A

APPENDIX A TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN CASE NO. 99-321 DATED SEPTEMBER 29, 1999

The following rates and charges are presented for the customers in the area served by Morgan County Water District. All other rates and charges not specifically mentioned herein shall remain the same as those in effect under authority of the Commission, prior to the effective date of this Order.

**Monthly Water Rates**  
5/8 inch x 3/4 inch meter  
First 2,000 gallons, \$13.85 Minimum bill  
Next 3,000 gallons, 5.80 per 1,000 gallons  
Next 5,000 gallons, 4.80 per 1,000 gallons  
Next 7,000 gallons, 4.30 per 1,000 gallons  
Next 9,000 gallons, 4.30 per 1,000 gallons  
Next 11,000 gallons, 4.30 per 1,000 gallons  
Next 13,000 gallons, 4.30 per 1,000 gallons  
Next 15,000 gallons, 4.30 per 1,000 gallons  
Over 15,000 gallons, 4.30 per 1,000 gallons.

C-10-7-11

to cover the costs of the judicial sale, and the purchaser shall execute a bond for the remainder of the purchase price, with good surety, thereon, to be approved by the Master Commissioner of this Court, and bearing interest at the rate of twelve (12%) percent per annum from the date of the sale, until paid; additionally, a lien shall be retained upon the real estate to be sold herein, to secure the payment of the balance of the purchase price with in thirty (30) days of the date of sale upon which execution may be levied by the Master Commissioner of this Court.

Upon default of said deposit or posting a bond by the purchaser or purchasers, the Master Commissioner shall immediately resell the property upon the same terms and conditions set out herein.

The hereinabove described real property shall be sold free and clear of the claims, interests, liens and encumbrances of all parties herein, except restrictions and easements appearing of record in the Morgan County Court Clerk's Office.

The purchaser shall be required to assume and pay all taxes assessed against such property for the year 1999 and all subsequent years. This property shall be sold subject to any ad valorem and real property taxes not delinquent as of the date of sale.

Hon. Gary E. Com  
Master Commissioner  
Morgan Circuit Court  
C-9-30-31  
(Sept. 30-Oct. 7-14)

**NOTICE TO BID**  
The West Liberty Water Department will be accepting sealed bids on a new pickup truck. Specifications as follows: Four Wheel Drive, Extend Cab, Short Bed, V-6 Engine (4300 Vortec or Equivalent), Towing Package, Recovery Hooks, Full size Spare Tire, Color-Summer White, Power Outlets Auxiliary, AM/FM Stereo, Air Conditioning.

Sealed Bids will be accepted through 4:00 p.m., Monday, October 25, 1999. Sealed Bids may be mailed or submitted to the City of West Liberty, Admin. Office, 565 Main Street, West Liberty, KY 41472. Bids to be opened at the Regular Council Meeting, October 25, 1999, 5:30 p.m. The City of West Liberty reserves the right to reject any or all bids.

(Oct. 7-14)

**BID NOTICE**  
Grace Baptist Church, Malone, Ky., is accepting bids for the interior work on an 8,000 square foot building. Contact Keith Holbrook after 4-p.m. for more information at 743-4036.

C-10-7-31

**EDGWOOD ESTATES**  
Is now accepting applications for a LPN or a Certified Nursing Assistant for the position of Restorative Assistant. This person will be responsible to help our residents achieve and/or maintain their highest level of functioning possible. Salary is negotiable. This is a full time position with a competitive benefit package. For more information, contact Donna Patrick, Director of Nursing or Tracy Trusy, Assistant Director of Nursing at 768-9001.

MONDAY - FRIDAY  
7 AM - 4 PM  
EOE C-9-231F

**EDGWOOD ESTATES**  
Is now accepting applications for RN's and LPN's. Must currently be licensed in the State of KY. Full time and part time positions are available. Competitive benefit package is available for full time employees. Wage is based on experience and is negotiable. For more information contact Donna Patrick, Director of Nursing or Tracy Trusy, Assistant Director of Nursing at 768-9001.

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7 AM - 4 PM  
EOE C-9-231F

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MONDAY - FRIDAY  
7 AM - 4 PM  
EOE C-9-231F

**CLASSIFIED AD ORDER BLANK**

**30¢** 3-COUNTY AD COVERAGE IN THE LICKING VALLEY COURIER (MORGAN CO.) PER WORD WOLFE COUNTY NEWS AND ELLIOTT COUNTY NEWS \$3.00 MINIMUM

CLASSIFIED ADVERTISING MUST BE PAID IN ADVANCE Write your classified/want ad as you want it to appear in the paper:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
No. of words \_\_\_\_\_ Amount \_\_\_\_\_  
(Phone number counts as one word)

Send with payment to:  
THE LICKING VALLEY COURIER  
P.O. Box 187 - West Liberty, KY 41472

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

CERTIFICATE OF SERVICE

RE: Case No. 99-352  
MORGAN COUNTY WATER DISTRICT

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on September 29, 1999.

Parties of Record:

Jerry Jackson  
Manager  
Morgan County Water District  
450 Prestonsburg Street  
West Liberty, KY. 41472

*Stephanie Bell*

Secretary of the Commission

SB/hv  
Enclosure

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PURCHASED WATER ADJUSTMENT OF )  
MORGAN COUNTY WATER DISTRICT )

CASE NO. 99-352

O R D E R

On August 23, 1999, Morgan County Water District ("Morgan County") applied for approval to adjust its rates pursuant to the purchased water adjustment procedure. KRS 278.015 and 807 KAR 5:068. On September 10, 1999, Morgan County submitted an amended application and its case was officially filed.

The Commission, having reviewed the record and being sufficiently advised, finds that:

1. Morgan County purchases its water from the City of West Liberty ("West Liberty").
2. West Liberty is increasing the wholesale water rate charged to Morgan County from \$2.10 per 1,000 gallons to \$2.25 per 1,000 gallons purchased, effective October 1, 1999.
3. During the 12 months ending August 31, 1999, Morgan County purchased a total of 45,429,000 gallons of water and sold 33,733,792 gallons.
4. The increase in the cost of purchased water will be \$6,814.35, resulting in a purchased water adjustment of \$0.20 per 1,000 gallons of water. Based on a monthly

usage of 5,000 gallons, the average bill of a Morgan County customer would increase \$1.00 from \$30.25 to \$31.25 or 3.3 percent.

5. The calculations and tariff provided by Morgan County in its amended application are correct and should be approved.

6. The purchased water adjustment of \$0.20 per 1,000 gallons and the rates in Appendix A, attached hereto and incorporated herein, are fair, just, and reasonable and should be approved.

IT IS THEREFORE ORDERED that:

1. The purchased water adjustment of \$0.20 per 1,000 gallons and the rates in Appendix A are approved for services rendered on and after October 1, 1999.

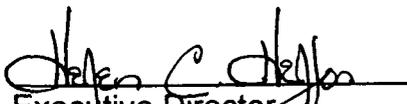
2. The amended tariff submitted by Morgan County is hereby approved as filed.

3. Within 20 days from the effective date of this Order, Morgan County shall file a copy of the notice to its customers and verification that such notice has been given.

Done at Frankfort, Kentucky, this 29th day of September, 1999.

By the Commission

ATTEST:

  
Executive Director

## APPENDIX A

### APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN CASE NO. 99-352 DATED SEPTEMBER 29, 1999

The following rates and charges are prescribed for the customers in the area served by Morgan County Water District. All other rates and charges not specifically mentioned herein shall remain the same as those in effect under authority of the Commission prior to the effective date of this Order.

#### Monthly Water Rates

##### 5/8 inch x 3/4 inch meter

|       |                |         |                   |
|-------|----------------|---------|-------------------|
| First | 2,000 gallons  | \$13.85 | Minimum bill      |
| Next  | 3,000 gallons  | 5.80    | per 1,000 gallons |
| Next  | 5,000 gallons  | 4.80    | per 1,000 gallons |
| Next  | 5,000 gallons  | 4.55    | per 1,000 gallons |
| Over  | 15,000 gallons | 4.30    | per 1,000 gallons |

##### 1 inch meter

|       |                |         |                   |
|-------|----------------|---------|-------------------|
| First | 5,000 gallons  | \$31.25 | Minimum bill      |
| Next  | 5,000 gallons  | 4.80    | per 1,000 gallons |
| Next  | 5,000 gallons  | 4.55    | per 1,000 gallons |
| Over  | 15,000 gallons | 4.30    | per 1,000 gallons |

##### 2 inch meter

|       |                |         |                   |
|-------|----------------|---------|-------------------|
| First | 15,000 gallons | \$78.00 | Minimum bill      |
| Over  | 15,000 gallons | 4.30    | per 1,000 gallons |

**Morgan County Water District**  
**450 Prestonsburg Street**  
**West Liberty, KY. 41472**  
**743-1204 (Office) 606-743-3895 (Fax)**

Earl Reed, Chairman  
Jack Cline, Secretary  
Jack Howard, Treasurer

Dennis Gulley, District Manager  
Cindy Montgomery, Office Manager

RECEIVED

SEP 10 1999

PUBLIC SERVICE  
COMMISSION

September 8, 1999

Ms. Helen Helton  
Executive Director  
Public Service Commission  
730 Schenkel Lane  
Frankfort, Kentucky, 40602

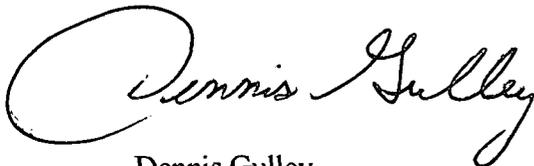
Re: Case No. 99-352

Dear Ms. Helton:

Pursuant to Ms. Stephanie Bell's correspondence of September 2<sup>nd</sup>, please accept the enclosed modified Purchased Water Adjustment documents.

Should members of your staff have any questions, please feel free to contact me.

Sincerely,



Dennis Gulley  
District Manager

PURCHASED WATER ADJUSTMENT FOR  
WATER DISTRICTS AND ASSOCIATIONS  
(807 KAR 5:068)

RECEIVED

SEP 10 1999

PUBLIC SERVICE  
COMMISSION

Morgan County Water District  
(Name of Utility)

September 7, 1999  
(Date)

450 Prestonsburg St.  
(Address)

West Liberty, KY. 41472  
(City, State)

606-743-1204  
(Telephone Number)

- 1.a. Name of all wholesale suppliers and the base (current) rate and changed rate of each. In the event the water purchased is billed by the supplier on a rate that is not a flat rate schedule, the entire rate shedule must be shown. Attach additional sheets if necessary.

| <u>Supplier(s)</u>               | <u>Base Rate</u> | <u>Changed Rate</u> |
|----------------------------------|------------------|---------------------|
| <u>City of West Liberty, KY.</u> | <u>2.10</u>      | <u>2.25</u>         |
| <u> </u>                         | <u> </u>         | <u> </u>            |
| <u> </u>                         | <u> </u>         | <u> </u>            |

- 1.b. A copy of the supplier's notice of the changed rate showing the effective date of the increase is attached as Exhibit A.

2. Twelve-month period upon which the purchased water adjustment is based. (This twelve-month period must end within 90 days of this filing).

From Sept 98 through Aug 99  
(month and year) (month and year)

3. Statement of water purchases. Where water is purchased from more than one supplier, purchases from each supplier must be shown separately. If water is purchased through a declining block rate schedule, purchases for each month must be shown. Attach an additional sheet if necessary.

| Supplier(s)                 | Gallons Purchased<br>during 12 month period |
|-----------------------------|---|
| <u>City of West Liberty</u> | <u>45,429,000</u>                           |
| <u> </u>                    | <u> </u>                                    |
| <u> </u>                    | <u> </u>                                    |
| <b>TOTAL PURCHASES</b>      | <u> </u>                                    |

4. Total sales for the 12 month period 33,733,792.

5. Increased water cost \$6814.00.

The increased water cost is the cost difference between purchases at base (current rate) and purchases at new rate.

6. Purchased water adjustment factor .20.

The purchased water adjustment factor is obtained by dividing the increased cost of water by the total gallons sold.

Note: The purchased water adjustment factor is added to each thousand gallons sold. If the minimum usage is 2,000 gallons then the purchased water adjustment factor would be added to the minimum bill twice. Revised tariff sheets must be attached showing the rate to be charged by the utility and the effective date of the increased rates.

7. Proposed effective date 10/1/99.

  
(Signature of Utility Officer)

District Manager  
(Title)

Form for filing Rate Schedules

FOR Morgan County  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

Morgan County Water District

CANCELLING P.S.C. KY NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

CLASSIFICATION OF SERVICE

MONTHLY RATES

RATE  
PER UNIT

5/8" x 3/4" Meter

|       |        |         |                        |
|-------|--------|---------|------------------------|
| First | 2,000  | gallons | \$13.85 Minimum Bill   |
| Next  | 3,000  | gallons | 5.80 per 1,000 gallons |
| Next  | 5,000  | gallons | 4.80 per 1,000 gallons |
| Next  | 5,000  | gallons | 4.55 per 1,000 gallons |
| Over  | 15,000 | gallons | 4.30 per 1,000 gallons |

1" Meter

|       |        |         |                        |
|-------|--------|---------|------------------------|
| First | 5,000  | gallons | 31.25 Minimum Bill     |
| Next  | 5,000  | gallons | 4.80 per 1,000 gallons |
| Next  | 5,000  | gallons | 4.55 per 1,000 gallons |
| Over  | 15,000 | gallons | 4.30 per 1,000 gallons |

2" Meter

|       |        |         |                        |
|-------|--------|---------|------------------------|
| First | 15,000 | gallons | 78.00 Minimum Bill     |
| Over  | 15,000 | gallons | 4.30 per 1,000 gallons |

Bulk Loading Stations

5.00 per 1,000 gallons

A surcharge of \$5.35 will be assessed to the Stacy Fork, 1162, and Ezel extensions.

DATE OF ISSUE \_\_\_\_\_  
MONTH DATE YEAR

DATE EFFECTIVE \_\_\_\_\_  
MONTH DATE YEAR

ISSUED BY \_\_\_\_\_  
SIGNATURE OF OFFICER

TITLE \_\_\_\_\_

Issued by authority of an Order of the Public Service Commission of Kentucky in C  
No. \_\_\_\_\_ dated \_\_\_\_\_.

Exhibit A



COMMONWEALTH OF KENTUCKY  
PUBLIC SERVICE COMMISSION  
730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KENTUCKY 40602  
www.psc.state.ky.us  
(502) 564-3940  
Fax (502) 564-3460

Ronald B. McCloud, Secretary  
Public Protection and  
Regulation Cabinet

Helen Helton  
Executive Director  
Public Service Commission

Paul E. Patton  
Governor

August 12, 1999

John N. Hughes  
Attorney at Law  
Professional Service Corporation  
124 West Todd Street  
Frankfort, Kentucky 40601

RE: Contract Filing No. C60-722, on behalf of Morgan County Water District, of a  
Water Purchase Contract with the City of West Liberty.

Dear Mr. Hughes:

The above referenced Contract filing has been received and reviewed. An  
accepted copy is enclosed for your files.

Sincerely,

A handwritten signature in cursive script that reads "Jess Helton".

Jess Helton  
Tariff Review Branch  
Filings Division

Enclosure



WATER PURCHASE AGREEMENT

**ORIGINAL**

This Agreement is made on the 3rd day of June, 1999, between the city of West Liberty, Kentucky, a municipal corporation, having its offices at 565 Main St., West Liberty, Kentucky, the "Seller" and the Morgan County Water District, a publicly owned water district formed and operating under the terms and provisions of KRS Chapter 74, having its offices at the Morgan County Office Building, 450 Prestonsburg St., West Liberty, Kentucky, the "Purchaser".

RECITALS

The Seller currently is selling treated potable water to the Purchaser and desires to sell additional water to the Purchaser; and

The Purchaser desires to purchase additional water from the Seller to serve additional customers and areas of the county; and

The parties have entered into a Memorandum of Understanding with the Department of Local Government to jointly fund an expansion of Seller's water treatment facilities; and

It is in the interest of both the Seller and the Purchaser to enter into this Agreement;

Therefore, it is agreed by the Seller and Purchaser that in consideration of the following mutual promises and conditions:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**I. The Seller Agrees:**

JUL 22 1999

**1. Quality and Quantity**

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

a. To furnish the purchaser at the points of delivery, during the term of this Agreement or any renewal or extension, potable treated water meeting applicable purity standards of local, state, and federal regulatory agencies.

By the Seller of this Agreement or  
SECRETARY OF THE COMMISSION

b. Upon completion of construction and initial operation of the Seller's proposed new water treatment plant, the Purchaser's maximum purchase of water shall not exceed 12,000,000 gallons per month or 400,000 gallons per day. The Purchaser's minimum purchase of water shall be 2,250,000 gallons per month. Seller agrees to reserve sufficient capacity in its treatment facilities to provide this volume of water for the life of the Agreement, provided all water purchased by Purchaser is for resale within Morgan County. Purchases of water by Purchaser for resale to out-of-county users shall be subject to approval by Seller.

c. If Purchaser exceeds the maximum purchase limits, the Seller may restrict deliveries to the maximum purchases allowed.

## 2. Points of Delivery and Pressure

a. To furnish water at a reasonably constant pressure at the following locations:

| Location               | Avg. Quantity           | Avg. Pressure |
|------------------------|-------------------------|---------------|
| County Metering Points | 400,000 gallons per day | 80psi         |

b. If a greater pressure than available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply breaks, power failures, equipment failure, flood, fire, use of water to fight fire, earthquake, or other catastrophe shall excuse the Seller from this provision for such reasonable periods of time as may be necessary to restore service. Seller agrees to make a good faith effort to restore service within a reasonable time after it becomes aware of the problem.

## 3. Metering Equipment

a. To maintain and calibrate metering equipment whenever requested by the Purchaser, but not more frequently than once every twelve months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.

b. The previous readings of any meter disclosed by testing to be inaccurate shall be corrected for the six months previous to such testing in accordance with the percentage of inaccuracy found by such testing. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to failure, unless Seller and Purchaser agree upon a different amount.

c. The metering equipment shall be read on the 15th day of the month. A designated official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 22 1999

## 4. Billing Period

a. To furnish the Purchaser at the above address not later than the 1st day of each month with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

## II. The Purchaser agrees:

### 1. Rates and Payment Date

a. To pay the Seller, not later than the 10th day of each month, the rate of \$2.25 per 1000 gallons of water purchased, which shall be the base rate of this Agreement.

b. The base rate may be adjusted periodically by Seller to reflect increases in the cost of

treating water and providing service to the Purchaser. Any increase in the cost of treating water or providing service to the Purchaser shall include all operating, maintenance, administrative and other costs and any capital improvements related to the actual cost of treating and distributing water sold to and delivered to the Purchaser.

c. The parties may negotiate an adjustment of rates at any time and if accepted by both parties shall be adopted and a new schedule of rates implemented.

d. If the Purchaser exceeds its monthly purchases as provided in section I.(1), the Seller may charge the Purchaser for all excess purchases a rate of one hundred ten percent (110%) of the base rate.

e. If the Purchaser fails to purchase its minimum monthly water volumes as provided in section I.(1), the Purchaser shall pay to Seller the amount due as if the minimum had been purchased.

f. Failure to make timely payments will result in a penalty of ten percent (10%) per month on each invoice remaining unpaid.

## 2. Connection Fee

a. The Purchaser agrees to pay to Seller an additional connection fee to connect the Seller's system with the system of the Purchaser. The fee, which shall cover any and all costs of the Seller for installation and maintenance of the metering equipment, shall be the actual costs of labor, material, and equipment of an independent Agreement to install such facility. In lieu of an agreed cost, the Purchaser, at the approval of the Seller, may construct the meter facilities to the Seller's specifications and contribute the facilities to the Seller.

## 3. Capitalization improvements for Future Delivery of Water

a. The terms of this Agreement do not guarantee delivery of water to the Purchaser at any point of delivery without assessment for required capital improvements within the Seller's system. The Purchaser agrees to pay for all capital improvements required to deliver the water to the Purchaser and to maintain adequate pressure and flow within the Seller's water distribution system.

PURSUANT TO 807 KAR 5011,  
SECTION 9(1)  
EFFECTIVE

JUL 22 1999

## 4. Metering Equipment

a. To furnish, install, operate, and maintain at its own expense at points of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard base for properly measuring the quantity of water delivered by Seller.

PURSUANT TO 807 KAR 5011,  
SECTION 9(1)

BY: Stewart BCG  
SECRETARY OF THE COMMISSION

## III. Miscellaneous

### 1. Term of Agreement

a. That this Contact shall extend for a term of 40 years from the effective date and may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

In witness of these terms, conditions and consideration, the parties execute this Agreement as evidenced by their signatures:

Morgan County Water District

By: Earl Reed

Title: Chairman

Date: June 3, 1999

Witness Jack Ham

City of West Liberty

By: Robert W. Mitchell

Title: Mayor

Date: June 3, 1999

Witness Linda Bradley

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 22 1999

PURSUANT TO 807 KAR 5:011,  
SECTION 9(1)

BY: Stephen O. Bell  
SECRETARY OF THE COMMISSION

ADDENDUM TO WATER PURCHASE CONTRACT OF JANUARY 19, 1996

The parties agree that the rate charged by Seller for water and the rate paid by Purchaser for water from Seller pursuant to the Water Purchase Contract of January 19, 1996, shall be increased to \$2.25 per 1000 gallons for all water purchased on and after October 1, 1999. All other provisions shall remain in full force and effect until implementation of the Water Purchase Agreement between West Liberty and Morgan County Water District dated June 3, 1999.

In witness of these terms, conditions, and consideration, the parties execute this Agreement as evidenced by their signatures:

Morgan County Water District

By: Earl Reed

Title: Chairman

Date: 6-14-99

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

Linda Bradley  
Witness

JUL 22 1999

City of West Liberty

By: Robert W. McNeill

Title: Mayor

Date: 6-15-99

PURSUANT TO 207 KAR 5.011,  
SECTION 9 (1)  
BY: Stephen D. Bell  
SECRETARY OF THE COMMISSION

Linda Bradley  
Witness

ADDENDUM TO WATER PURCHASE CONTRACT OF JUNE 23, 1997

The parties agree that the rate charged by Seller for water and the rate paid by Purchaser for water from Seller pursuant to the Water Purchase Contract of June 23, 1997, shall be increased to \$2.25 per 1000 gallons for all water purchased on and after October 1, 1999. All other provisions shall remain in full force and effect until implementation of the Water Purchase Agreement between West Liberty and Morgan County Water District dated June 3, 1999.

In witness of these terms, conditions, and consideration, the parties execute this Agreement as evidenced by their signatures:

Morgan County Water District

By: Earl Reed

Title: Chairman

Date: 6-14-99

Guide Bradley  
Witness

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 22 1999

City of West Liberty

By: Robert W. [Signature]

Title: Mayer

Date: 6-15-99

Guide Bradley  
Witness

PURSUANT TO 207 KAR 5.011,  
SECTION 9 (1)  
BY: Stecher [Signature]  
SECRETARY OF THE COMMISSION

ADDENDUM TO WATER PURCHASE CONTRACT OF MAY 15, 1996

The parties agree that the rate charged by Seller for water and the rate paid by Purchaser for water from Seller pursuant to the Water Purchase Contract of May 15, 1996, shall be increased to \$2.25 per 1000 gallons for all water purchased on and after October 1, 1999. All other provisions shall remain in full force and effect until implementation of the Water Purchase Agreement between West Liberty and Morgan County Water District dated June 3, 1999.

In witness of these terms, conditions and consideration, the parties execute this Agreement as evidenced by their signatures:

Morgan County Water District

By: Earl Reed

Title: Chairman

Date: 6-14-99 PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

Linda Bradley  
Witness

JUL 22 1999

City of West Liberty

By: Robert W. Wood PURSUANT TO 807 KAR 5:011,  
SECTION 9(1)  
BY: Stewart Bell  
SECRETARY OF THE COMMISSION

Title: Mayor

Date: 6-15-99

Linda Bradley  
Witness



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

September 14, 1999

Jerry Jackson  
Manager  
Morgan County Water District  
450 Prestonsburg Street  
West Liberty, KY. 41472

RE: Case No. 99-352  
MORGAN COUNTY WATER DISTRICT

The Commission staff has reviewed your response of September 10, 1999 and has determined that your application in the above case now meets the minimum filing requirements set by our regulations. Enclosed please find a stamped filed copy of the first page of your filing. This case has been docketed and will be processed as expeditiously as possible.

If you need further information, please contact my staff at 502/564-3940.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Bell".

Stephanie Bell  
Secretary of the Commission

SB/hv  
Enclosure

PURCHASED WATER ADJUSTMENT FOR  
WATER DISTRICTS AND ASSOCIATIONS  
(807 KAR 5:068)

RECEIVED

AUG 23 1999

PUBLIC SERVICE  
COMMISSION

Morgan County Water District

(Name of Utility)

August 18, 1999

(Date)

450 Prestonsburg Street

(Address)

West Liberty, KY. 41472

(City, State)

606-743-1204

(Telephone Number)

CASE 99-352

FILED

SEP 10 1999

PUBLIC SERVICE  
COMMISSION

- 1.a. Name of all wholesale suppliers and the base (current) rate and changed rate of each. In the event the water purchased is billed by the supplier on a rate that is not a flat rate schedule, the entire rate shedule must be shown. Attach additional sheets if necessary.

| <u>Supplier(s)</u>        | <u>Base Rate</u> | <u>Changed Rate</u> |
|---------------------------|------------------|---------------------|
| City of West Liberty, KY. | 2.10             | 2.25                |
| _____                     | _____            | _____               |
| _____                     | _____            | _____               |
| _____                     | _____            | _____               |

- 1.b. A copy of the supplier's notice of the changed rate showing the effective date of the increase is attached as Exhibit \_\_\_\_\_.



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**  
730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KENTUCKY 40602  
www.psc.state.ky.us  
(502) 564-3940  
Fax (502) 564-3460

**Ronald B. McCloud, Secretary**  
**Public Protection and**  
**Regulation Cabinet**

**Helen Helton**  
**Executive Director**  
**Public Service Commission**

**Paul E. Patton**  
**Governor**

September 2, 1999

Mr. Jerry Jackson, Manager  
Morgan County Water District  
450 Prestonsburg Street  
West Liberty, Kentucky 41472

Re: Case No. 99-352  
Filing Deficiencies

Dear Mr. Jackson:

The Commission staff has reviewed your application in the above case. This filing is rejected pursuant to 807 KAR 5:001, Section 2, for the reasons set forth below. These items are either required to be filed with the application or to be referenced in the application if they are already on file in another case or will be filed at a later date.

Filing deficiencies pursuant to 807 KAR 5:068:

Section 3 - Total gallons of water purchased from each supplier during a twelve-month period ending within 90 days of the effective date of rate adjustment; total gallons sold for the same twelve months.

Section 3(1) - Application must contain information sufficient to determine the accurateness of the calculations of the PWA.

The statutory time period in which the Commission must process this case will not commence until the above-mentioned information is filed with the Commission. You are requested to file five copies of this information (unless otherwise noted) within 15 days of this letter. If you need further information, please contact Renee Curry of my staff at 502-564-3940, extension 228.

Sincerely,

A handwritten signature in black ink that reads "Stephanie Bell".

Stephanie Bell  
Secretary of the Commission

hv





COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

August 25, 1999

Jerry Jackson  
Manager  
Morgan County Water District  
450 Prestonsburg Street  
West Liberty, KY. 41472

RE: Case No. 99-352  
MORGAN COUNTY WATER DISTRICT  
(Rates - PWA)

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received August 23, 1999 and has been assigned Case No. 99-352. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,  
*Stephanie Bell*

Stephanie Bell  
Secretary of the Commission

SB/jc

PURCHASED WATER ADJUSTMENT FOR  
 WATER DISTRICTS AND ASSOCIATIONS  
 (807 KAR 5:068)

RECEIVED

AUG 23 1999

PUBLIC SERVICE  
 COMMISSION

Morgan County Water District

(Name of Utility)

August 18, 1999

(Date)

450 Prestonsburg Street

(Address)

West Liberty, KY. 41472

(City, State)

606-743-1204

(Telephone Number)

CASE 99-352

FILED

SEP 10 1999

PUBLIC SERVICE  
 COMMISSION

1.a. Name of all wholesale suppliers and the base (current) rate and changed rate of each. In the event the water purchased is billed by the supplier on a rate that is not a flat rate schedule, the entire rate shedule must be shown. Attach additional sheets if necessary.

| <u>Supplier(s)</u>        | <u>Base Rate</u> | <u>Changed Rate</u> |
|---------------------------|------------------|---------------------|
| City of West Liberty, KY. | 2.10             | 2.25                |
| _____                     | _____            | _____               |
| _____                     | _____            | _____               |
| _____                     | _____            | _____               |

1.b. A copy of the supplier's notice of the changed rate showing the effective date of the increase is attached as Exhibit \_\_\_\_\_.

2. Twelve-month period upon which the purchased water adjustment is based. (This twelve-month period must end within 90 days of this filing).

From June 1998 through May 1999  
(month and year) (month and year)

3. Statement of water purchases. Where water is purchased from more than one supplier, purchases from each supplier must be shown separately. If water is purchased through a declining block rate schedule, purchases for each month must be shown. Attach an additional sheet if necessary.

| Supplier(s)                 | Gallons Purchased<br>during 12 month period |
|-----------------------------|---|
| <u>City of West Liberty</u> | <u>43,116,000</u>                           |
| <u> </u>                    | <u> </u>                                    |
| <u> </u>                    | <u> </u>                                    |
| <b>TOTAL PURCHASES</b>      | <u>43,116,000</u>                           |

4. Total sales for the 12 month period 31,635,880.

5. Increased water cost \$6468.00.

The increased water cost is the cost difference between purchases at base (current rate) and purchases at new rate.

6. Purchased water adjustment factor .20.

The purchased water adjustment factor is obtained by dividing the increased cost of water by the total gallons sold.

Note: The purchased water adjustment factor is added to each thousand gallons sold. If the minimum usage is 2,000 gallons then the purchased water adjustment factor would be added to the minimum bill twice. Revised tariff sheets must be attached showing the rate to be charged by the utility and the effective date of the increased rates.

7. Proposed effective date 10/1/99.

\_\_\_\_\_  
(Signature of Utility Officer)

Chairman Ead Reed  
(Title)

Form for filing Rate Schedules

FOR Morgan County  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Morgan County Water District

CANCELLING P.S.C. KY NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

CLASSIFICATION OF SERVICE

MONTHLY RATES

RATE  
PER UNIT

5/8" x 3/4" Meter

|       |        |         |                        |
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5.00 per 1,000 gallons

A surcharge of \$5.35 will be assessed to the Stacy Fork, 1162, and Ezel extensions.

DATE OF ISSUE \_\_\_\_\_  
MONTH DATE YEAR

DATE EFFECTIVE \_\_\_\_\_  
MONTH DATE YEAR

ISSUED BY \_\_\_\_\_  
SIGNATURE OF OFFICER

TITLE \_\_\_\_\_

Issued by authority of an Order of the Public Service Commission of Kentucky in Ca  
No. \_\_\_\_\_ dated \_\_\_\_\_.



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**  
730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KENTUCKY 40602  
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**Ronald B. McCloud, Secretary**  
**Public Protection and**  
**Regulation Cabinet**

**Helen Helton**  
**Executive Director**  
**Public Service Commission**

**Paul E. Patton**  
**Governor**

August 12, 1999

John N. Hughes  
Attorney at Law  
Professional Service Corporation  
124 West Todd Street  
Frankfort, Kentucky 40601

RE: Contract Filing No. C60-722, on behalf of Morgan County Water District, of a  
Water Purchase Contract with the City of West Liberty.

Dear Mr. Hughes:

The above referenced Contract filing has been received and reviewed. An  
accepted copy is enclosed for your files.

Sincerely,

A handwritten signature in cursive script that reads "Jess Helton".

Jess Helton  
Tariff Review Branch  
Filings Division

Enclosure



WATER PURCHASE AGREEMENT

**ORIGINAL**

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RECITALS

The Seller currently is selling treated potable water to the Purchaser and desires to sell additional water to the Purchaser; and

The Purchaser desires to purchase additional water from the Seller to serve additional customers and areas of the county; and

The parties have entered into a Memorandum of Understanding with the Department of Local Government to jointly fund an expansion of Seller's water treatment facilities; and

It is in the interest of both the Seller and the Purchaser to enter into this Agreement;

Therefore, it is agreed by the Seller and Purchaser that in consideration of the following mutual promises and conditions:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**I. The Seller Agrees:**

JUL 22 1999

**1. Quality and Quantity**

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

a. To furnish the purchaser at the points of delivery, during the term of this Agreement or any renewal or extension, potable treated water meeting applicable purity standards of local, state, and federal regulatory agencies.

By Stephan D. Bate or  
SECRETARY OF THE COMMISSION

b. Upon completion of construction and initial operation of the Seller's proposed new water treatment plant, the Purchaser's maximum purchase of water shall not exceed 12,000,000 gallons per month or 400,000 gallons per day. The Purchaser's minimum purchase of water shall be 2,250,000 gallons per month. Seller agrees to reserve sufficient capacity in its treatment facilities to provide this volume of water for the life of the Agreement, provided all water purchased by Purchaser is for resale within Morgan County. Purchases of water by Purchaser for resale to out-of-county users shall be subject to approval by Seller.

c. If Purchaser exceeds the maximum purchase limits, the Seller may restrict deliveries to the maximum purchases allowed.

## 2. Points of Delivery and Pressure

a. To furnish water at a reasonably constant pressure at the following locations:

| Location               | Avg. Quantity           | Avg. Pressure |
|------------------------|-------------------------|---------------|
| County Metering Points | 400,000 gallons per day | 80psi         |

b. If a greater pressure than available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply breaks, power failures, equipment failure, flood, fire, use of water to fight fire, earthquake, or other catastrophe shall excuse the Seller from this provision for such reasonable periods of time as may be necessary to restore service. Seller agrees to make a good faith effort to restore service within a reasonable time after it becomes aware of the problem.

## 3. Metering Equipment

a. To maintain and calibrate metering equipment whenever requested by the Purchaser, but not more frequently than once every twelve months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.

b. The previous readings of any meter disclosed by testing to be inaccurate shall be corrected for the six months previous to such testing in accordance with the percentage of inaccuracy found by such testing. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to failure, unless Seller and Purchaser agree upon a different amount.

c. The metering equipment shall be read on the 15<sup>th</sup> day of the month. A designated official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 22 1999

## 4. Billing Period

a. To furnish the Purchaser at the above address not later than the 15<sup>th</sup> day of each month with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

## II. The Purchaser agrees:

### 1. Rates and Payment Date

a. To pay the Seller, not later than the 10<sup>th</sup> day of each month, the rate of \$2.25 per 1000 gallons of water purchased, which shall be the base rate of this Agreement.

b. The base rate may be adjusted periodically by Seller to reflect increases in the cost of

treating water and providing service to the Purchaser. Any increase in the cost of treating water or providing service to the Purchaser shall include all operating, maintenance, administrative and other costs and any capital improvements related to the actual cost of treating and distributing water sold to and delivered to the Purchaser.

c. The parties may negotiate an adjustment of rates at any time and if accepted by both parties shall be adopted and a new schedule of rates implemented.

d. If the Purchaser exceeds its monthly purchases as provided in section I.(1), the Seller may charge the Purchaser for all excess purchases a rate of one hundred ten percent (110%) of the base rate.

e. If the Purchaser fails to purchase its minimum monthly water volumes as provided in section I.(1), the Purchaser shall pay to Seller the amount due as if the minimum had been purchased.

f. Failure to make timely payments will result in a penalty of ten percent (10%) per month on each invoice remaining unpaid.

## 2. Connection Fee

a. The Purchaser agrees to pay to Seller an additional connection fee to connect the Seller's system with the system of the Purchaser. The fee, which shall cover any and all costs of the Seller for installation and maintenance of the metering equipment, shall be the actual costs of labor, material, and equipment of an independent Agreement to install such facility. In lieu of an agreed cost, the Purchaser, at the approval of the Seller, may construct the meter facilities to the Seller's specifications and contribute the facilities to the Seller.

## 3. Capitalization improvements for Future Delivery of Water

a. The terms of this Agreement do not guarantee delivery of water to the Purchaser at the points of delivery without assessment for required capital improvements within the Seller's system. The Purchaser agrees to pay for all capital improvements required to deliver the water to the Purchaser and to maintain adequate pressure and flow within the Seller's water distribution system.

JUL 22 1999

## 4. Metering Equipment

a. To furnish, install, operate, and maintain at its own expense, at points of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered by Seller.

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

By:                       
SECRETARY OF THE COMMISSION

## III. Miscellaneous

### 1. Term of Agreement

a. That this Contact shall extend for a term of 40 years from the effective date and may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

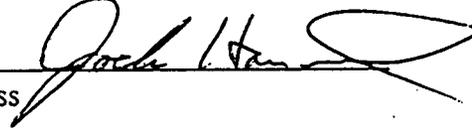
In witness of these terms, conditions and consideration, the parties execute this Agreement as evidenced by their signatures:

Morgan County Water District

By: Earl Reed

Title: Chairman

Date: June 3, 1999

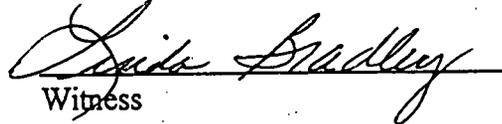
Witness 

City of West Liberty

By: Robert W. Mitchell

Title: Mayor

Date: June 3, 1999

Witness 

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 22 1999

PURSUANT TO 807 KAR 5:011,  
SECTION 9(1)

BY: Stephen O. Bee  
SECRETARY OF THE COMMISSION

ADDENDUM TO WATER PURCHASE CONTRACT OF JANUARY 19, 1996

The parties agree that the rate charged by Seller for water and the rate paid by Purchaser for water from Seller pursuant to the Water Purchase Contract of January 19, 1996, shall be increased to \$2.25 per 1000 gallons for all water purchased on and after October 1, 1999. All other provisions shall remain in full force and effect until implementation of the Water Purchase Agreement between West Liberty and Morgan County Water District dated June 3, 1999.

In witness of these terms, conditions, and consideration, the parties execute this Agreement as evidenced by their signatures:

Morgan County Water District

By: Earl Reed

Title: Chairman

Date: 6-14-99

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

Ljida Bradley  
Witness

JUL 22 1999

City of West Liberty

By: Robert W. Nichell

Title: Mayor

Date: 6-15-99

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)  
BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

Ljida Bradley  
Witness

ADDENDUM TO WATER PURCHASE CONTRACT OF JUNE 23, 1997

The parties agree that the rate charged by Seller for water and the rate paid by Purchaser for water from Seller pursuant to the Water Purchase Contract of June 23, 1997, shall be increased to \$2.25 per 1000 gallons for all water purchased on and after October 1, 1999. All other provisions shall remain in full force and effect until implementation of the Water Purchase Agreement between West Liberty and Morgan County Water District dated June 3, 1999.

In witness of these terms, conditions, and consideration, the parties execute this Agreement as evidenced by their signatures:

Morgan County Water District

By: Earl Reed

Title: Chairman

Date: 6-14-99

Linda Bradley  
Witness

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 22 1999

City of West Liberty

By: Robert W. [Signature]

Title: Mayor

Date: 6-15-99

Linda Bradley  
Witness

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: Stephen D. Bell  
SECRETARY OF THE COMMISSION

ADDENDUM TO WATER PURCHASE CONTRACT OF MAY 15, 1996

The parties agree that the rate charged by Seller for water and the rate paid by Purchaser for water from Seller pursuant to the Water Purchase Contract of May 15, 1996, shall be increased to \$2.25 per 1000 gallons for all water purchased on and after October 1, 1999. All other provisions shall remain in full force and effect until implementation of the Water Purchase Agreement between West Liberty and Morgan County Water District dated June 3, 1999.

In witness of these terms, conditions and consideration, the parties execute this Agreement as evidenced by their signatures:

Morgan County Water District

By: Earl Reed

Title: Chairman

Date: 6-14-99 PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

Linda Bradley  
Witness JUL 22 1999

City of West Liberty

By: Robert W. Wood PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: Stephan Bell  
SECRETARY OF THE COMMISSION

Title: Mayor

Date: 6-15-99

Linda Bradley  
Witness

# LEGALS

**ORDER  
Commonwealth  
of Kentucky  
Before The Public Service  
Commission  
In the Matter of:  
Purchased Water  
Adjustment of  
Morgan County Water  
District  
Case No. 99-352**

On August 23, 1999, Morgan County Water District ("Morgan County") applied for approval to adjust its rates pursuant to the purchased water adjustment procedure. KRS 278.015 and 807 KAR 5:068. On September 10, 1999, Morgan County submitted an amended application and its case was officially filed.

The Commission, having reviewed the record and being sufficiently advised, finds that:

1. Morgan County purchases its water from the City of West Liberty ("West Liberty").
2. West Liberty is increasing the wholesale water rate charged to Morgan County from \$2.10 per 1,000 gallons to \$2.25 per 1,000 gallons purchased, effective October 1, 1999.
3. During the 12 months ending August 31, 1999, Morgan County purchased a total of 45,429,000 gallons of water and sold 33,733,792 gallons.
4. The increase in the cost of purchased water will be \$6,814.35, resulting in a purchased water adjustment of \$0.20 per 1,000 gallons of water. Based on a monthly usage of 5,000 gallons, the average bill of a Morgan County customer would increase \$1.00 from \$30.25 to \$31.25 or 3.3 percent.
5. The calculations and tariff provided by Morgan County in its amended application are correct and should be approved.
6. The purchased water adjustment of \$0.20 per 1,000 gallons and the rates in Appendix A, attached hereto and incorporated herein, are fair, just, and reasonable and should be approved.

**INVITATION TO BID**

Separate sealed bids for Contract 5: Water and Sewer Extensions, consisting of water line, sewer lines, a wastewater pump station and conduit for underground electric and telephone lines, at the MMRC Regional Industrial Park, will be received by Terry Ensor, Chairman, at the office of the Menifee, Morgan, Rowan, Carter Industrial Development Authority, 600 Industry Road, Morehead, Kentucky 40351, until 10:00 a.m. on October 21, 1999, and then at said location publicly opened and read aloud.

The CONTRACT DOCUMENTS may be reviewed at the following locations:

Menifee, Morgan, Rowan, Carter Industrial Development Authority, 600 Industry Road, Morehead, Kentucky

Mayes, Sudderth & Etheredge, Inc., 624 Wellington Way, Lexington, Kentucky

F.W. Dodge/ABC, 132 Venture Court, Suite 12, Lexington, Kentucky

F.W. Dodge, 855 Eden Park Drive, Suite 515, Cincinnati, Ohio

Builder's Exchange, 2300 Meadow Drive, Louisville, Kentucky

AGC of Kentucky, 2321 Fortune Drive, Lexington, Kentucky

Copies of the Contract Documents may be obtained at the office of Metro Blueprint, located at 1328 Versailles Road, Lexington, Kentucky 40504 (606) 252-1459 upon receipt of a nonrefundable printing and shipping charge of \$50.

Each bidder must deposit with his bid, security in the amount, form, and subject to the conditions provided in the information for Bidders.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions of this advertisement and/or the specifications and may waive any informalities or reject any and all Bids.

No Bidder may withdraw his Bid for a period of ninety (90) days after the actual date of the opening thereof.

Award will be made to the lowest responsible, responsive Bidder.

C-9-30-3t  
(Sept. 30-Oct. 7-14)

**NOTICE OF SALE  
Commonwealth  
Of Kentucky  
Morgan Circuit Court  
Civil Action No.  
97-CI-00203**

Commercial Bank of West Liberty, Plaintiff

vs.

Julie Cruff and William R. Hummell and Bonnie R. Hummell, Defendants, Third Party Plaintiffs

vs.

Ruby Lee Jenkins and Betty Jenkins, Third Party Defendants, Fourth Party Plaintiffs

vs.

Kentucky Farm Bureau Mutual Insurance Company, Fourth Party Defendants

Pursuant to the Judgment and Order of Sale in the Morgan Circuit Court, entered on the 16th day of September, 1999, in the above styled action, Hon. Gary E. Conn, Master Commissioner of the Morgan Circuit Court, shall proceed to offer for sale, under the following terms and conditions, at the front door of the Courthouse, West Liberty, Kentucky 41472, to the highest and best bidder, at public auction, on the 25th day of October, 1999 at the hour of 11:00 a.m., the following described property, lying and being in the State of Kentucky, County of Elliott and more particularly described as follows, to-wit:

On the waters of Big Paint Creek: Beginning at a tile under U.S. Highway 1260; thence up and with a branch to a dug well and a steel post painted orange at the Buford Jenkins line; thence with the Buford Jenkins line to a corner oak tree on the main ridge, said oak tree being a corner of Buford Jenkins, Ricky Jenkins, Frank Pennington and the property herein conveyed; thence with the Ricky Jenkins property line which is already marked with a steel post and painted trees to the U.S. Government line; thence with the U.S. Government line to the point of beginning, containing 20 acres, more or less, it is sold by the boundary not by the acre.

The aforementioned real estate can not be divided without materially impairing its value and shall be sold as a whole. The real estate shall be sold on a credit of thirty (30) days, with the privilege of the purchaser to pay for bid in cash, certified or cashier's check, at the time

the rates in Appendix A are approved for services rendered on and after October 1, 1999.

2. The amended tariff submitted by Morgan County is hereby approved as filed.

3. Within 20 days from the effective date of this Order, Morgan County shall file a copy of the notice to its customers and verification that such notice has been given.

Done at Frankfort, Kentucky, this 29th day of September, 1999.

By the Commission

ATTEST:

Executive Director

### Appendix A

#### APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN CASE NO. 99-352 DATED SEPTEMBER 29, 1999

The following rates and charges are prescribed for the customers in the area served by Morgan County Water District. All other rates and charges not specifically mentioned herein shall remain the same as those in effect under authority of the Commission prior to the effective date of this Order.

#### Monthly Water Rates

5/8 inch x 3/4 inch meter

First 2,000 gallons, \$13.85 Minimum bill.

Next 3,000 gallons, 5.80 per 1,000 gallons.

Next 5,000 gallons, 4.80 per 1,000 gallons.

Next 5,000 gallons, 4.55 per 1,000 gallons.

Over 15,000 gallons, 4.30 per 1,000 gallons.

1 inch meter

First 5,000 gallons, \$31.25 Minimum bill.

Next 5,000 gallons, 4.80 per 1,000 gallons.

Next 5,000 gallons, 4.55 per 1,000 gallons.

Over 15,000 gallons, 4.30 per 1,000 gallons.

2 inch meter

First 15,000 gallons, \$78.00 Minimum bill.

Over 15,000 gallons, 4.30 per 1,000 gallons.

C-10-7-1t

#### NOTICE

As of September 28, 1999, I will not be held responsible for any debts or contracts entered into by anyone other than myself.

Dewey Joe Privett

372 Hwy. 1003

West Liberty, Ky. 41472

C-9-30-2t pd.

Straight Creek has been posted. Hunting, four-wheeling, or any kind of activities is not permitted. Trespassers will be prosecuted.

Grace Burchett

7845 Hwy. 172

West Liberty, Ky. 41472

C-9-30-3t pd

(Pub. Sept. 30-Oct. 7-14)

#### BID NOTICE

Grace Baptist Church, Malone, Ky., is accepting bids for the internal work on an 8,000 square foot building. Contact Keith Holbrook after 4 p.m. for more information at 743-4036.

C-10-7-3t

#### NOTICE TO BID

The West Liberty Water Department will be accepting sealed bids on a new pickup truck. Specifications as follows: Four Wheel Drive, Extend Cab, Short Bed, V-6 Engine (4300 Vortex or Equivalent), Towing Package, Recovery Hooks, Full size Spare Tire, Color-Summit White, Power Outlets Auxiliary, AM/FM Stereo, Air Conditioning. Sealed Bids will be accepted through 4:00 p.m., Monday, October 25, 1999. Sealed Bids may be mailed or submitted to The City of West Liberty Adm. Office, 565 Main Street, West Liberty, KY 41472. Bids to be opened at the Regular Council Meeting, October 25, 1999, 5:30 p.m. The City of West Liberty reserves the right to reject any or all bids.

C-10-7-2t

(Oct. 7-14)

### EDGEWOOD ESTATES

Is now accepting applications for a LPN or a Certified Nursing Assistant for the position of Restorative Assistant. This person will be responsible to help our residents achieve and / or maintain their highest level of functioning possible. Salary is negotiable. This is a full time position with a competitive benefit package. For more information, contact Donna Patrick, Director of Nursing or Tracy Trusty, Assistant Director of Nursing at 768-9001.

MONDAY - FRIDAY

7 A.M. - 4 P.M.

EOE

C-9-23-TF

(10%) percent of the purchase price to cover the costs of the judicial sale; and the purchaser shall execute a bond for the remainder of the purchase price, with good surety thereon, to be approved by the Master Commissioner of this Court, and bearing interest at the rate of twelve (12%) percent per annum from the date of the sale, until paid; additionally, a lien shall be retained upon the real estate to be sold herein, to secure the payment of the balance of the purchase price with in thirty (30) days of the date of sale upon which execution may be levied by the Master Commissioner of this Court.

Upon default of said deposit or posting a bond, by the purchaser or purchasers, the Master Commissioner shall immediately resell the property upon the same terms and conditions set out herein.

The hereinabove described real property shall be sold free and clear of the claims, interests, liens and encumbrances of all parties herein, except restrictions and easements appearing of record, in the Morgan County Court Clerk's Office.

The purchaser shall be required to assume and pay all taxes assessed against such property for the year 1999 and all subsequent years. This property shall be sold subject to any ad valorem and real property taxes not delinquent as of the date of sale.

Hon. Gary E. Conn

Master Commissioner

Morgan Circuit Court

C-9-30-3t

(Sept. 30-Oct. 7-14)

### EDGEWOOD ESTATES

Is now accepting applications for RN's and LPN's. Must currently be licensed in the State of KY. Full time and part time positions are available. Competitive benefit package is available for full time employees. Wage is based on experience and is negotiable.

For more information contact Donna Patrick, Director of Nursing or Tracy Trusty, Assistant Director of Nursing at 768-9001.

MONDAY - FRIDAY

7 A.M. - 4 P.M.

EOE

C-9-23-TF